



RECEIVED

FEB 20 2009

Ravalli County Commissioners

--	--	--	--	--

February 19, 2009

Carlotta Grandstaff, Chairman
Ravalli County Board of Commissioners
215 South 4th Street, Suite A
Hamilton MT 59840

RE: Member Entity: Stevensville Elementary School
Claimant: County of Ravalli/Various
Claim Number: GCMMSG2008000021
Date of Event: 9/29/2008

Dear Ms. Grandstaff:

On February 18, 2009 I received your February 12, 2009 correspondence in response to my settlement offer on behalf of the Stevensville Elementary School and School District. It appears your acceptance of my offer is somewhat open ended. Our offer was for full and final settlement of this matter.

I have enclosed a General Release in the amount of \$83,616.75, which represents my offer of \$75,000.01 for the student vaccinations and \$8,616.74 for the teacher vaccinations.

Please review the enclosed document carefully and only if in full agreement with it should you arrange to have it signed, notarized and returned to me for payment as outlined in your February 12, 2009, correspondence.

Sincerely,

Linda Coombs AIC CIC
Property Claim Supervisor
(800)635-3089, ext 115

Cc: MSGIA
Kent Kultgen, Stevensville Supt
Ravalli County Attorney



GENERAL RELEASE

RELEASOR: County of Ravalli

RELEASEES: Stevensville Elementary School, Stevensville School District, The Montana Schools Group Insurance Authority & The Montana Municipal Insurance Authority

DATE OF INCIDENT: 9/29/2008

DESCRIPTION OF INCIDENT: Rabid bat brought to the school by parent of students exposing various students and teachers to rabies

SUM OF SETTLEMENT: Eighty-three thousand six hundred sixteen and 75/100 (\$83,616.75)

1. Release

The undersigned Releasor(s) acknowledge receipt of the above sum of money and in consideration for payment of such sum, fully and forever release and discharge Releasees, Releasees' successors, assigns, agents, partners, employees and attorneys from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the described incident.

1. Future Damages

Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the Releasors agree, as a further consideration of this agreement, that this Release applies to any and all injuries, damages and losses arising out of the casualty described herein, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.

2. Release of Insurer

Releasors further release the Montana Schools Group Insurance Authority from all obligations under any part of the Authority's Memorandum of Liability Coverage applicable to Releasors' claims and from any and all claims arising out of the investigation, handling, adjusting, defense or settlement of the claim including, without limitation, any claims under Section 33-18-242, MCA.

4. Releasees' Reservation of Right of Subrogation, Contribution or Indemnity

This release does not in any way negate or diminish any right of Releasees to subrogation, contribution or indemnity against any person, corporation, organization or indemnity against any person, corporation, organization or entity. Such right of subrogation, contribution or indemnity is hereby specifically reserved by Releasees.

5. No Admission of Liability

It is understood that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, as to Releasees, and that neither the payment of the sum by Releasees nor the negotiations for settlement shall be considered as an admission of liability.

6. No Additional Claims

Releasors expressly understand and agree that in the event any additional claim is made against any other party potentially liable for the losses or damages for which this Release is given, which directly or indirectly results in additional liability exposure to Releasees for the losses, injuries, and damages for which this Release is given, Releasors covenant and agree to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

6. Confidentiality

The parties acknowledge that the amount and terms of this settlement are to be confidential and shall not be publicly disclosed by them or their representatives, except a party may disclose such information (1) as its counsel may advise it is required to disclose under applicable laws and regulations, (2) as may be required in connection with disputes pertaining to insurance coverage of the claims involved here, or (3) as otherwise required by an order of the court of competent jurisdiction.

7. Apportionment of Payment to Lienholders

The Releasors may either apportion payment or make separate settlements among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivision, or attorneys who may have valid liens or rights of subrogation or reimbursement. Releasors and their attorney agree to indemnify Releasees from and against all such claims by such parties, including payment of attorneys' fees and costs.

8. Nature of Payment



Payment of the above-mentioned sum is made to compensate Releasor(s) for his/her injuries

9. Disclaimer

Releasors have carefully read the foregoing Release, discussed its legal effect with Releasors' attorney, understands the contents thereof, and signs the same of Releasors' own free will and accord.

This Release shall be binding upon Releasors' heirs, successors, personal representatives and assigns.

DATED this ____ day of _____, 20__.

CAUTION: READ BEFORE SIGNING!

Releasor

Releasor

STATE OF MONTANA)

County of _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first-above written.

Notary Public for the State of Montana (seal)

Printed Name of Notary

Residing at: _____

My Commission expires: _____